

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genmar Industries, Inc.		02/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Triumph, LLC		
Street Address:	P.O. Box 2910		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75772862	THE WORLD'S TOUGHEST BOATS	
Serial Number:	78833108	THE WORLD'S TOUGHEST BOATS	
Serial Number:	75604709	TRIUMPH	
Serial Number:	78433899	TRIUMPH	
Serial Number:	74019910	TRIUMPH	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-332-5300		
Email:	kanderson@merchantgould.com		
Correspondent Name:	Scott W. Johnston		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	16522.00000002		

OP \$140.00 75772862

900156870

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 REEL: 004165 FRAME: 0357

NAME OF SUBMITTER:	Scott W. Johnston
Signature:	/Scott W. Johnston/
Date:	03/11/2010
<p>Total Attachments: 4 source=triumph assignment#page1.tif source=triumph assignment#page2.tif source=triumph assignment#page3.tif source=triumph assignment#page4.tif</p>	

## **TRADEMARK ASSIGNMENT**

This Assignment is made between Genmar Industries, Inc., a Delaware corporation ("Genmar Industries"), Genmar IP, L.L.C., a Delaware limited liability company ("Genmar IP"; and together with Genmar Industries, the "Assignors"), and Triumph, LLC, a limited liability company organized under the laws of Delaware with offices at 8096 Excelsior Boulevard, Hopkins, MN 55343 ("Assignee").

WHEREAS, Assignors owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignors provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, pursuant the Asset Purchase Agreement dated January 21, 2010 ("Purchase Agreement"; capitalized terms used herein without definition have the meanings ascribed to such terms in the Purchase Agreement) by and among PROJECT BOAT HOLDINGS, LLC, a Delaware limited liability company, ("Buyer"), CARVER INDUSTRIES, L.L.C., a Delaware limited liability company ("Carver Industries"), GENMAR HOLDINGS, INC., a Delaware corporation ("GHI"), Genmar Industries, Genmar IP, GENMAR MINNESOTA, INC., a Delaware corporation ("Genmar Minnesota"), GENMAR TENNESSEE, INC., a Delaware corporation ("Genmar Tennessee"), GENMAR TRANSPORTATION, INC., a Delaware corporation ("Genmar Transport"), GENMAR YACHT GROUP, L.L.C., a Delaware limited liability company ("Genmar Yacht"), MARINE MEDIA, L.L.C., a Delaware limited liability company ("Marine Media"), VEC MANAGEMENT CO. L.L.C., a Delaware limited liability company ("VEC Management"), VEC LEASING SERVICES L.L.C., a Delaware limited liability company ("VEC Leasing"), WINDSOR CRAFT YACHTS, L.L.C., a Delaware limited liability company ("Windsor Craft"), TRIUMPH BOATS, INC., a Delaware corporation ("Triumph"), TRIUMPH BOAT RENTALS, L.L.C., a Delaware limited liability company ("Triumph Rentals"; and, together with Carver Industries, GHI, Genmar Industries, Genmar IP, Genmar Minnesota, Genmar Tennessee, Genmar Transport, Genmar Yacht, Marine Media, VEC Management, VEC Leasing, Windsor Craft and Triumph, the "Sellers" and each, individually, a "Seller"), Assignors have agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignors do hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Marks and all of the goodwill associated therewith; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world, in each case, free and clear of all Encumbrances (other than Permitted Liens of which the Sale Approval Order does not provide for the Hull Designs to be sold free and clear) the same to be held and enjoyed by Assignee, its successors and assigns to

the same extent that it would have been held and enjoyed by Assignors if this Assignment had not been made.

Assignors hereby authorize the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignors will take, or cause to be taken, at Assignee expense, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

This Assignment is executed and delivered pursuant to the Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the Purchase Agreement, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Sellers or Buyer as set forth in the Purchase Agreement, and in the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Assignment, the Purchase Agreement shall control.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment <sup>effective</sup> as of this 1<sup>st</sup>  
day of ~~January~~ February 2010.

GENMAR INDUSTRIES, INC.

By: Roger R. Cloutier II  
Name: Roger R. Cloutier II  
Title: Vice President

GENMAR IP, L.L.C.

By: Roger R. Cloutier II  
Name: Roger R. Cloutier II  
Title: Vice President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 28<sup>th</sup> day of January, 2010, personally appeared before me Roger R. Cloutier II, known to me to be Vice President of Genmar Industries Inc. and Genmar IP, L.L.C., who acknowledged that he/she signed this instrument as a free act on behalf of the company



Kelly A. Staack  
Notary Public  
My commission expires: 1/31/2015

AGREED AND ACKNOWLEDGED:

TRIUMPH, LLC

By: David A. Mankin  
Name: DAVID MANKIN  
Title: Treasurer

[Signature Page to Triumph, LLC Trademark Assignment]

# Schedule to Trademark Assignment

## ***GENMAR INDUSTRIES, INC.***

TRADEMARKS - GENMAR INDUSTRIES, INC.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
THE WORLD'S TOUGHEST BOATS	Registered	U.S.	75/772862	8/10/99	2434376	3/6/01	3/6/11
THE WORLD'S TOUGHEST BOATS	Registered	U.S.	78/833108	3/9/06	3227335	4/10/07	4/10/17
TRIUMPH	Registered	Australia	954285	5/16/03	954285	1/8/04	5/16/13
TRIUMPH	Registered	U.S.	75/604709	12/14/98	2540921	2/19/02	2/19/12
TRIUMPH	Registered	Canada	1235852	10/28/04	668227	7/19/06	7/19/21
TRIUMPH	Registered	U.S.	78/433899	6/11/04	3006656	10/11/05	10/11/15
TRIUMPH	Registered	Canada	816317	6/25/96	529797	6/27/00	6/27/15
TRIUMPH	Registered	France	225974	7/17/90	1602796	7/17/90	7/31/10
TRIUMPH	Registered	Great Britain	1432019	1/17/90	1432019	4/12/91	1/17/17
TRIUMPH	Registered	U.S.	74/019910	1/17/90	1623539	11/20/90	11/20/10

## ***GENMAR IP, L.L.C.***

TRADEMARKS - GENMAR IP, L.L.C.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
ULTRA CABANA	Registered	U.S.	78/278402	7/24/03	2979060	7/26/05	7/26/15